

Stipulation No. 2
(Plaintiff

has no evidence or personal knowledge of St. Louis Bank being aware of any facts whatsoever that would have put St. Louis Bank on notice to the fraudulent nature of **Stipulation No. 3 (Plaintiff**

Stipulation No. 1 (Plaintiff _____ has no personal knowledge or evidence that St. Louis Bank had any knowledge whatsoever of the Ponzi scheme that was operated by Martin Sigillito, MTSA, or the British Lending Program) _____ never had any contact with St. Louis Bank or any Lending Program loans, or the Ponzi scheme operated by British Lending Program or any MTSA, or any participants in the British Lending Program) _____ has no personal knowledge of St. Louis Bank being aware of any actions that were to be taken with Plaintiffs' investments and/or funds)

18:13-16	18:13-16			15:13-16:3; 19:22-25; 20:1-24; 24:2-13; 25:4-12 43:19-24; 44:12-17; 48:1-25; 49:8- 38:7-22; 61:65:11; 66:1-68:17 and 69:2-70:13; See Exhibits 213, 214, 215	18:17-20		18:21-19:5
76:20-24; 83:15-25	84:11-14	39:23-25; 42:14-17; 81:4-19		13: 50:23-51:7; 52:1-4; 52:19- 53:14; 54:10-21; 74:1-12; 77:4-14; 78: 11-21; 79:5-8 42:15-25; 49:10-25; 50:3-7; 60:16- 20; 103:5-7 45:7-15; 46:3-11; 48: 10-13; ; 49:18-25; 51:8-12; 54:4-22; 55:5- 22; 60:13-19; 69:6-20 (see Exhibit 49:7-17 (See Exhibit 235)	84:7-10		
102:10-17	103:5-7	92: 15-94:1; 103: 5-7		103:5-7	103:5-7	103:5-7	103:5-7
49:7-17 (See Exhibit 235) 34:25-36:7; 43:18-21 19:22-23	235)	49:7-17 (See Exhibit 235) 20:1-7 20:12-14; 22:5-24	49:7-17 (See Exhibit 235)	235) 18:11-19:22; 21:19-22:8 9:3-10:10; 13:16-19	49:7-17 (See Exhibit 235)	49:7-17 (See Exhibit 235)	49:7-17 (See Exhibit 235)
Stipulated in Deposition that testimony of Mark Bernstein and Marjorie Bernstein is binding upon Lewis Bernstein 40:18-41:1 Stipulated in Deposition that testimony of Mark Bernstein is binding upon Mrs. Bernstein 39: 18-40:5				65:4-66:2; 67:14-22; 82:1-10; 83:6- 12; 92:19-24; 109:19-110:1; 111:11-14; 115:1-8; 117:20-23			
186:21-187:8		186:21-187:8	89:11-16				

Stipulation No. 2
(Plaintiff

has no evidence or personal knowledge of St. Louis Bank being aware of any facts whatsoever that would have put St. Louis Bank on notice to the fraudulent nature of **Stipulation No. 3 (Plaintiff**

Stipulation No. 1 (Plaintiff _____ has no personal knowledge or evidence that St. Louis Bank had any knowledge whatsoever of the Ponzi scheme that was operated by Martin Sigillito, MTSA, or the British Lending Program) _____ never had any contact with St. Louis Bank or any Lending Program loans, or the Ponzi scheme operated by British Lending Program or any Martin Sigillito, MTSA, or any participants in the British Lending Program) whatsoever with St. Louis Bank or any employees of St. Louis Bank, including regarding Plaintiffs' investments in the _____ provided Martin

5:2-7 5:8-16 5:17-25 315)
5:2-7 5:8-16 5:17-25 28:3-29:14 (See Exhibit 311)
5:21-6:10 6:11-6:21 6:22-7:6 7:14-7:17
5:3-8 5:9-17 5:18-6:1 6:2-6
5:4-8 5:9-16 5:17-24 5:25-6:10
5:4-8 5:9-16 5:17-24 5:25-6:10
5:8-5:16 5:17-6:2 6:9-6:18 6:22-7:10 (See Exhibit 349)
5:2-7 5:8-16 5:17-25 6:1-5

30:4-8 44:5-14; 49:12-15 30:9-21; 31:2-16
6:13-25; 7:1-9 7:10-15

45:15-25 32: 9-19; 33:17-18; 41:14-17; 46:1-4
5:2-16 5:2-16
5:3-8 5:9-17 5:18-6:1

Stipulation No. 5 (Plaintiff _____ never requested or received relating to the British Lending Program, British Lending Program investments, Derek Smith, Distinctive Properties (UK) Limited, any Financial Statements, tax returns, property tax records, title insurance policies, title reports, cancelled checks, wire transfers, bank account statements, appraisals, property records including Deeds of Trust, or Mortgages, and did not request or receive a closing by a title company for his/her loan.)

Stipulation No. 4 (Plaintiff Sigillito full authority to make investments and transfer funds on his/her behalf, and never revoked that authority throughout the operation of the British Lending Program.) 21:23-24:14 (See Exhibits 314-

6:1-11 6:12-14
6:1-11 6:12-14
7:22-8:19 8:20-9:1
6:7-17 6:18-20
5:25-6:10 6:11-13
5:25-6:10 6:11-13
7:11-8:6 8:13-18
6:6-16 6:17-19
25:1-15; 26:20-23; 27:10-12; 32:14-19; 33:10-15; 34:2-8; 34:13-20; 35:12-23; 36:14-16; 43:13-25;

44:15-25; 48:11-22 49:16-19
8:21-9:8; 48:15-5; 49:9-25 55:17-20; 55:24-56:1
25: 4-26:3; 34:1-8; 35:2-3; 35: 16-36:11; 37:1-3; 37:18-24; 41:3-5;
45:6-13; 46:5-22; 48:1-8 49:12-15; 49:23-50:2
6:1-15 5:2-16
6:7-17 6:18-20

Stipulation No. 6 (Plaintiff _____ has no personal knowledge that St. Louis Bank directed, operated or managed the BLP)

Stipulation No. 7 (Plaintiff _____ has no personal knowledge that St. Louis Bank directed, operated or managed the British American Group)

Stipulation No. 8 (Plaintiff _____ has no personal knowledge that St. Louis Bank directed, operated or managed the Martin Sigillito, MTSA, Derek Smith)

6:15-17 6:18-21
6:15-17 6:18-21
9:2-6 9:7-13
6:21-23 6:24-7:2
6:14-16 6:17-20
6:14-16 6:17-20
8:19-23 8:24-9:3
6:20-22 6:23-7:1

49:20-50:3

49:17-22
6:21-23 6:24-25

**Stipulation No. 2
(Plaintiff**

has no evidence or personal knowledge of St. Louis Bank being aware of any facts whatsoever that would have put St. Louis Bank on notice to the fraudulent nature of Stipulation No. 3 (Plaintiff

Stipulation No. 1 (Plaintiff

_____ has no personal knowledge or evidence that St. Louis Bank had any knowledge whatsoever of the Ponzi scheme that was operated by Martin Sigillito, MTSA, or the British Lending Program) **Program, the British Lending Program loans, or the Ponzi scheme operated by Martin Sigillito, MTSA, or any participants in the British Lending Program)** whatsoever with St. Louis Bank or any employees of St. Louis Bank, including regarding Plaintiffs' investments in the British Lending Program or any accounts held by Plaintiff, and therefore has no personal knowledge of St. Louis Bank being aware of any actions that were to be taken with Plaintiffs' investments and/or funds)

36: 15-24; 37:13-22; 39:3-10; 64:23-
2.67 65:3

5:2-7	5:8-16	5:17-25
5:3-8	5:9-17	5:18-6:1
5:2-7	5:8-16	5:17-25
5:4-8	5:9-16	5:17-24

41:12-42:18	41:12-42:18	41:12-42:18
5:4-8	5:9-16	5:17-24
5:4-8	5:9-16	5:17-24
5:17-23	5:24-6:10	5:20-23

41:24-11		34:15-35:8; 41:2-18; 72:16-21	38:3-40:22; 57:3-58:25	10; 76:15-18;
5:8-18	5:19-25	5:8-18	6:1-7	6:8-15
5:8-16	5:17-6:2	5:20-6:1; 6:16-20	6:3-6	6:8-15
5:20-6:2	6:3-14	6:15-7:13		8:1-18
5:2-7	5:8-16			5:18-6:3

Stipulation No. 5 (Plaintiff
____ never requested or
received relating to the British
Lending Program, British Lending
Program investments, Derek
Smith, Distinctive Properties (UK)
Limited, any Financial
Statements, tax returns, property

Stipulation No. 4 (Plaintiff
_____ **provided Martin**
Sigillito full authority to make
investments and transfer
funds on his/her behalf, and
never revoked that authority
throughout the operation of
the British Lending Program.)

22:13-16; 25; 2-26:9; 43:14-19;
46:2-7; 50:2-6; 50:24-51:2; 51:17-
24; 52: 4-8; 56:6-15; 58: 2-5

**Stipulation No. 6 (Plaintiff
_____ has no personal
knowledge that St. Louis Bank
directed, operated or
managed the BLP)**

Stipulation No. 7 (Plain)
_____ has no personal knowledge that St. Louis directed, operated or managed the British American Group)

iff Stipulation No. 8 (Plaintiff
onal _____ has no personal
is Bank knowledge that St. Louis Bank
directed, operated or
merican managed the Martin Sigilitto,
MTSA, Derek Smith)

5:8-18	5:19-25	5:8-18	6:1-7	6:8-15				
5:8-16	5:17-6:2	5:20-6:1; 6:16-20	6:3-6	6:8-15				
5:20-6:2	6:3-14	6:15-7:13		8:1-18				
5:2-7	5:8-16			5:18-6:3	6:4-6	6:7-9		6:11-13

Stipulation No. 2
(Plaintiff

has no evidence or personal knowledge of St. Louis Bank being aware of any facts whatsoever that would have put St. Louis Bank on notice to the fraudulent nature of **Stipulation No. 3 (Plaintiff**

Stipulation No. 1 (Plaintiff _____ has no personal knowledge or evidence that St. Louis Bank had any knowledge whatsoever of the Ponzi scheme that was operated by Martin Sigillito, MTSAs, or the British Lending Program) _____ never had any contact with St. Louis Bank or any Lending Program loans, or the Ponzi scheme operated by British Lending Program or any Martin Sigillito, accounts held by Plaintiff, and therefore has no personal knowledge of St. Louis Bank being aware of any actions that were to be taken with Plaintiffs' investments and/or funds) _____ provided Martin

Account holder at St. Louis Bank: 57:23-

59:23/Shareholder at St. Louis Bank

61:4-62:24 61:4-62:24 79:17-25 150:22-25; 151:1-4

5:4-8 5:9-16 5:17-24 30:1-32:3

1/2/1900 8:03:10 AM; 73:1-4 46:4-13; 55:12-56:2

5:4-8 5:17-24

Not Applicable (11:22-25) Only contact with the Bank was regarding an improperly endorsed check)

5:4-8 5:9-16 5:17-6:2

5:6-15 5:16-6:2 6:3-13 6:14-25 7:1-6 7:7-11 7:12-20

5:2-15; 30:4-17 5:2-15 5:2-15 5:21-25 6:2-13 6:13-15 5:18-25

38:17-39:14 38:17-39:14 21:15-23:5; 40:7-41:8 71:12-25; 72-13-16; 75:5-14 56:4-9; 56: 21-57:1 6:2-12 6:13-15 6:16-18 6:19-22

5:2-7 5:8-16 5:17-25

Stipulation No. 5 (Plaintiff

_____ never requested or received relating to the British Lending Program, British Lending Program investments, Derek Smith, Distinctive Properties (UK) Limited, any Financial Statements, tax returns, property tax records, title insurance

policies, title reports, cancelled checks, wire transfers, bank account statements, appraisals, property records including Deeds of Trust, or Mortgages, and did not request or receive a closing by a title company for his/her loan.)

Stipulation No. 6 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 7 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 8 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 9 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 10 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 11 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 12 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 13 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 14 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 15 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 16 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 17 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 18 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 19 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 20 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 21 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 22 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 23 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 24 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 25 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 26 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 27 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 28 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 29 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 30 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 31 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 32 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 33 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 34 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 35 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 36 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 37 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 38 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 39 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 40 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito,

MTSA, Derek Smith)

Stipulation No. 41 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the British American

Group)

Stipulation No. 2
(Plaintiff

has no evidence or personal knowledge of St. Louis Bank being aware of any facts whatsoever that would have put St. Louis Bank on notice to the fraudulent nature of Stipulation No. 3 (Plaintiff

Stipulation No. 1 (Plaintiff

has no personal knowledge or evidence that St. Louis Bank had any knowledge whatsoever of the Ponzi scheme that was operated by Martin Sigillito, MTSA, or the British Lending Program) _____
Program, the British Lending Program, the British Lending Program or any loans, or the Ponzi scheme operated by British Lending Program or any Martin Sigillito, accounts held by Plaintiff, and MTSA, or any participants in the British Lending Program) Plaintiffs' investments and/or funds) _____
5:2-7 5:8-16 5:17-25 6:1-5
5:4-8 5:9-16 5:17-24
5:1-7 5:8-16 5:17-25
5:2-7 5:8-16 5:17-25 6:1-6
5:1-8 5:9-17 5:18-6:1
5:2-7 5:2-7 5:2-7 6:12-16
5:1-6:9 5:1-6:9 5:1-6:9 5:1-6:9
5:15-5:24 5:25-6:11 6:12-7:14

Stipulation No. 5 (Plaintiff

never requested or received relating to the British Lending Program, British Lending Program investments, Derek Smith, Distinctive Properties (UK) Limited, any Financial Statements, tax returns, property tax records, title insurance policies, title reports, cancelled checks, wire transfers, bank account statements, appraisals, property records including Deeds of Trust, or Mortgages, and did not request or receive a closing by a title company for his/her loan.)

Stipulation No. 4 (Plaintiff

provided Martin Sigillito full authority to make investments and transfer funds on his/her behalf, and never revoked that authority throughout the operation of the British Lending Program.)
6:6-16
5:25-6:10
6:2-12
6:7-17
6:2-12
5:2-7
5:1-6:9
8:5-8-22

Stipulation No. 6 (Plaintiff

has no personal knowledge that St. Louis Bank directed, operated or managed the British American Group)
6:17-19
6:11-13
6:13-15
6:18-20
6:13-15
8:23-25; 9:1-5
8:23-25; 9:1-5

Stipulation No. 7 (Plaintiff

has no personal knowledge that St. Louis Bank directed, operated or managed the British American Group)
6:20-22
6:14-16
6:16-18
6:21-23
6:16-18
9:6-11

Stipulation No. 8 (Plaintiff

has no personal knowledge that St. Louis Bank directed, operated or managed the Martin Sigillito, MTSA, Derek Smith)
6:23-25; 7:1
6:17-20
6:19-22
6:24-25; 7:1-2
6:19-22
9:12-18

Stipulation No. 2
(Plaintiff

has no evidence or personal knowledge of St. Louis Bank being aware of any facts whatsoever that would have put St. Louis Bank on notice to the fraudulent nature of **Stipulation No. 3 (Plaintiff**

Stipulation No. 1 (Plaintiff _____ has no personal knowledge or evidence that St. Louis Bank had any knowledge whatsoever of the Ponzi scheme that was operated by Martin Sigillito, MTSA, or the British Lending Program) _____ never had any contact with St. Louis Bank or any Lending Program loans, or the Ponzi scheme operated by British Lending Program or any MTSA, or any participants in the British Lending Program) _____ has no personal knowledge of St. Louis Bank being aware of any actions that were to be taken with Plaintiffs' investments and/or funds)

18:13-16	18:13-16			15:13-16:3; 19:22-25; 20:1-24; 24:2-13; 25:4-12 43:19-24; 44:12-17; 48:1-25; 49:8- 38:7-22; 61:65:11; 66:1-68:17 and 69:2-70:13; See Exhibits 213, 214, 215	18:17-20		18:21-19:5
76:20-24; 83:15-25	84:11-14	39:23-25; 42:14-17; 81:4-19		13: 50:23-51:7; 52:1-4; 52:19- 53:14; 54:10-21; 74:1-12; 77:4-14; 78: 11-21; 79:5-8 42:15-25; 49:10-25; 50:3-7; 60:16- 20; 103:5-7 45:7-15; 46:3-11; 48: 10-13; ; 49:18-25; 51:8-12; 54:4-22; 55:5- 22; 60:13-19; 69:6-20 (see Exhibit 49:7-17 (See Exhibit 235)	84:7-10		
102:10-17	103:5-7	92: 15-94:1; 103: 5-7		103:5-7	103:5-7	103:5-7	103:5-7
49:7-17 (See Exhibit 235) 34:25-36:7; 43:18-21 19:22-23	235)	49:7-17 (See Exhibit 235) 20:1-7 20:12-14; 22:5-24	49:7-17 (See Exhibit 235)	235) 18:11-19:22; 21:19-22:8 9:3-10:10; 13:16-19	49:7-17 (See Exhibit 235)	49:7-17 (See Exhibit 235)	49:7-17 (See Exhibit 235)
Stipulated in Deposition that testimony of Mark Bernstein and Marjorie Bernstein is binding upon Lewis Bernstein 40:18-41:1 Stipulated in Deposition that testimony of Mark Bernstein is binding upon Mrs. Bernstein 39: 18-40:5				65:4-66:2; 67:14-22; 82:1-10; 83:6- 12; 92:19-24; 109:19-110:1; 111:11-14; 115:1-8; 117:20-23			
186:21-187:8		186:21-187:8	89:11-16				

Stipulation No. 2
(Plaintiff

has no evidence or personal knowledge of St. Louis Bank being aware of any facts whatsoever that would have put St. Louis Bank on notice to the fraudulent nature of **Stipulation No. 3 (Plaintiff**

Stipulation No. 1 (Plaintiff _____ has no personal knowledge or evidence that St. Louis Bank had any knowledge whatsoever of the Ponzi scheme that was operated by Martin Sigillito, MTSA, or the British Lending Program) _____ never had any contact with St. Louis Bank or any Lending Program loans, or the Ponzi scheme operated by British Lending Program or any Martin Sigillito, MTSA, or any participants in the British Lending Program) whatsoever with St. Louis Bank or any employees of St. Louis Bank, including regarding Plaintiffs' investments in the _____ provided Martin

5:2-7 5:8-16 5:17-25 315)
5:2-7 5:8-16 5:17-25 28:3-29:14 (See Exhibit 311)
5:21-6:10 6:11-6:21 6:22-7:6 7:14-7:17
5:3-8 5:9-17 5:18-6:1 6:2-6
5:4-8 5:9-16 5:17-24 5:25-6:10
5:4-8 5:9-16 5:17-24 5:25-6:10
5:8-5:16 5:17-6:2 6:9-6:18 6:22-7:10 (See Exhibit 349)
5:2-7 5:8-16 5:17-25 6:1-5

30:4-8 44:5-14; 49:12-15 30:9-21; 31:2-16
6:13-25; 7:1-9 7:10-15

45:15-25 32: 9-19; 33:17-18; 41:14-17; 46:1-4
5:2-16 5:2-16
5:3-8 5:9-17 5:18-6:1

Stipulation No. 5 (Plaintiff _____ never requested or received relating to the British Lending Program, British Lending Program investments, Derek Smith, Distinctive Properties (UK) Limited, any Financial Statements, tax returns, property tax records, title insurance policies, title reports, cancelled checks, wire transfers, bank account statements, appraisals, property records including Deeds of Trust, or Mortgages, and did not request or receive a closing by a title company for his/her loan.)

Stipulation No. 4 (Plaintiff Sigillito full authority to make investments and transfer funds on his/her behalf, and never revoked that authority throughout the operation of the British Lending Program.) 21:23-24:14 (See Exhibits 314-

6:1-11 6:12-14
6:1-11 6:12-14
7:22-8:19 8:20-9:1
6:7-17 6:18-20
5:25-6:10 6:11-13
5:25-6:10 6:11-13
7:11-8:6 8:13-18
6:6-16 6:17-19
25:1-15; 26:20-23; 27:10-12; 32:14-19; 33:10-15; 34:2-8; 34:13-20; 35:12-23; 36:14-16; 43:13-25;

44:15-25; 48:11-22 49:16-19
8:21-9:8; 48:15-5; 49:9-25 55:17-20; 55:24-56:1
25: 4-26:3; 34:1-8; 35:2-3; 35: 16-36:11; 37:1-3; 37:18-24; 41:3-5;
45:6-13; 46:5-22; 48:1-8 49:12-15; 49:23-50:2
6:1-15 5:2-16
6:7-17 6:18-20

Stipulation No. 6 (Plaintiff _____ has no personal knowledge that St. Louis Bank directed, operated or managed the BLP)

Stipulation No. 7 (Plaintiff _____ has no personal knowledge that St. Louis Bank directed, operated or managed the British American Group)

Stipulation No. 8 (Plaintiff _____ has no personal knowledge that St. Louis Bank directed, operated or managed the Martin Sigillito, MTSA, Derek Smith)

6:15-17 6:18-21
6:15-17 6:18-21
9:2-6 9:7-13
6:21-23 6:24-7:2
6:14-16 6:17-20
6:14-16 6:17-20
8:19-23 8:24-9:3
6:20-22 6:23-7:1

49:20-50:3

49:17-22
6:21-23
6:24-25

**Stipulation No. 2
(Plaintiff**

has no evidence or personal knowledge of St. Louis Bank being aware of any facts whatsoever that would have put St. Louis Bank on notice to the fraudulent nature of Stipulation No. 3 (Plaintiff

Stipulation No. 1 (Plaintiff

_____ has no personal knowledge or evidence that St. Louis Bank had any knowledge whatsoever of the Ponzi scheme that was operated by Martin Sigillito, MTSA, or the British Lending Program) **Program, the British Lending Program loans, or the Ponzi scheme operated by Martin Sigillito, MTSA, or any participants in the British Lending Program)** whatsoever with St. Louis Bank or any employees of St. Louis Bank, including regarding Plaintiffs' investments in the British Lending Program or any accounts held by Plaintiff, and therefore has no personal knowledge of St. Louis Bank being aware of any actions that were to be taken with Plaintiffs' investments and/or funds)

36: 15-24; 37:13-22; 39:3-10; 64:23-
2.67 65:3

5:2-7	5:8-16	5:17-25
5:3-8	5:9-17	5:18-6:1
5:2-7	5:8-16	5:17-25
5:4-8	5:9-16	5:17-24

41:12-42:18	41:12-42:18	41:12-42:18
5:4-8	5:9-16	5:17-24
5:4-8	5:9-16	5:17-24
5:17-23	5:24-6:10	5:20-23

41:24-11		34:15-35:8; 41:2-18; 72:16-21	38:3-40:22; 57:3-58:25
5:8-18	5:19-25	5:8-18	6:1-7
5:8-16	5:17-6:2	5:20-6:1; 6:16-20	6:3-6
5:20-6:2	6:3-14	6:15-7:13	
5:2-7	5:8-16		

Stipulation No. 5 (Plaintiff
____ never requested or
received relating to the British
Lending Program, British Lending
Program investments, Derek
Smith, Distinctive Properties (UK)
Limited, any Financial
Statements, tax returns, property

Stipulation No. 4 (Plaintiff
_____ **provided Martin**
Sigillito full authority to make
investments and transfer
funds on his/her behalf, and
never revoked that authority
throughout the operation of
the British Lending Program.)

22:13-16; 25; 2-26:9; 43:14-19;
46:2-7; 50:2-6; 50:24-51:2; 51:17-
24; 52: 4-8; 56:6-15; 58: 2-5

Stipulation No. 6 (Plaintiff _____ has no personal knowledge that St. Louis Bank directed, operated or managed the BLP)

Stipulation No. 7 (Plain English)

has no personal knowledge that St. Louis directed, operated or managed the British American Group)

iff Stipulation No. 8 (Plaintiff
onal _____ has no personal
is Bank knowledge that St. Louis Bank
directed, operated or
merican managed the Martin Sigilitto,
MTSA, Derek Smith)

6:11-13

Stipulation No. 2
(Plaintiff

has no evidence or personal knowledge of St. Louis Bank being aware of any facts whatsoever that would have put St. Louis Bank on notice to the fraudulent nature of

Stipulation No. 1 (Plaintiff
____ has no personal knowledge or evidence that St. Louis Bank had any knowledge whatsoever of the Ponzi scheme that was operated by Martin Sigillito, MTSAs, or the British Lending Program) _____ never had any contact with St. Louis Bank or any Lending Program loans, or the Ponzi scheme operated by British Lending Program or any Martin Sigillito, accounts held by Plaintiff, and therefore has no personal knowledge of St. Louis Bank being aware of any actions that were to be taken with Plaintiffs' investments and/or funds)

Account holder at St. Louis Bank: 57:23-

59:23/Shareholder at St. Louis Bank

61:4-62:24 61:4-62:24 79:17-25 150:22-25; 151:1-4

5:4-8 5:9-16 5:17-24 30:1-32:3

1/2/1900 8:03:10 AM; 73:1-4 46:4-13; 55:12-56:2

5:4-8 5:17-24

Not Applicable (11:22-25) Only contact with the Bank was regarding an improperly endorsed check)

5:4-8 5:9-16 5:17-6:2

5:6-15 5:16-6:2 6:3-13 6:14-25 7:1-6 7:7-11 7:12-20

5:2-15; 30:4-17 5:2-15 5:2-15 5:21-25 6:2-13 6:13-15 5:18-25

38:17-39:14 38:17-39:14 21:15-23:5; 40:7-41:8 71:12-25; 72-13-16; 75:5-14 56:4-9; 56: 21-57:1

5:2-7 5:8-16 5:17-25 6:2-12 6:13-15 6:16-18 6:19-22

Stipulation No. 5 (Plaintiff

_____ never requested or received relating to the British Lending Program, British Lending Program investments, Derek Smith, Distinctive Properties (UK) Limited, any Financial Statements, tax returns, property tax records, title insurance

policies, title reports, cancelled checks, wire transfers, bank account statements, appraisals, property records including Deeds of Trust, or Mortgages, and did not request or receive a closing by a title company for his/her loan.)

Stipulation No. 6 (Plaintiff

_____ has no personal knowledge that St. Louis Bank

directed, operated or managed the British American Group)

Stipulation No. 7 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the BLP)

Stipulation No. 8 (Plaintiff

_____ has no personal

knowledge that St. Louis Bank

directed, operated or

managed the Martin Sigillito, MTSAs, Derek Smith)

Stipulation No. 2
(Plaintiff

has no evidence or personal knowledge of St. Louis Bank being aware of any facts whatsoever that would have put St. Louis Bank on notice to the fraudulent nature of Stipulation No. 3 (Plaintiff

Stipulation No. 1 (Plaintiff

has no personal knowledge or evidence that St. Louis Bank had any knowledge whatsoever of the Ponzi scheme that was operated by Martin Sigillito, MTSA, or the British Lending Program) _____
Program, the British Lending Program, the British Lending Program or any loans, or the Ponzi scheme operated by British Lending Program or any Martin Sigillito, accounts held by Plaintiff, and MTSA, or any participants in the British Lending Program) Plaintiffs' investments and/or funds) _____
5:2-7 5:8-16 5:17-25 6:1-5
5:4-8 5:9-16 5:17-24
5:1-7 5:8-16 5:17-25
5:2-7 5:8-16 5:17-25 6:1-6
5:1-8 5:9-17 5:18-6:1
5:2-7 5:2-7 5:2-7 6:12-16
5:1-6:9 5:1-6:9 5:1-6:9 5:1-6:9
5:15-5:24 5:25-6:11 6:12-7:14

Stipulation No. 5 (Plaintiff

never requested or received relating to the British Lending Program, British Lending Program investments, Derek Smith, Distinctive Properties (UK) Limited, any Financial Statements, tax returns, property tax records, title insurance policies, title reports, cancelled checks, wire transfers, bank

Stipulation No. 4 (Plaintiff
employees of St. Louis Bank, including _____ regarding Plaintiffs' investments in the _____ provided Martin Sigillito full authority to make investments and transfer funds on his/her behalf, and never revoked that authority throughout the operation of the British Lending Program.)
6:6-16
5:25-6:10
6:2-12
6:7-17
6:2-12
5:2-7
5:1-6:9
8:5-8-22

Stipulation No. 6 (Plaintiff

has no personal knowledge that St. Louis Bank directed, operated or managed the British American Group)
6:17-19
6:11-13
6:13-15
6:18-20
6:13-15
8:23-25; 9:1-5
5:1-6:9
8:23-25; 9:1-5

Stipulation No. 7 (Plaintiff

has no personal knowledge that St. Louis Bank directed, operated or managed the British American Group)

Stipulation No. 8 (Plaintiff

has no personal knowledge that St. Louis Bank directed, operated or managed the Martin Sigillito, MTSA, Derek Smith)
6:20-22
6:14-16
6:16-18
6:21-23
6:16-18
9:6-11
9:12-18